SERFF Tracking Number: XLAM-125862287 State: Arkansas
Filing Company: XL Specialty Insurance Company State Tracking Number: EFT \$550

Company Tracking Number: 08SD-XQ-CM01-MU-AR

TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: Equine Mortality and Limited Theft, Unlawful Removal Policy and Equine Named Perils Policy Form Filing

Project Name/Number: Equine Mortality /08SD-XQ-CM01-MU-AR

Filing at a Glance

Company: XL Specialty Insurance Company

Product Name: Equine Mortality and Limited SERFF Tr Num: XLAM-125862287 State: Arkansas

Theft, Unlawful Removal Policy and Equine

Named Perils Policy Form Filing

TOI: 09.0 Inland Marine SERFF Status: Closed State Tr Num: EFT \$550

Sub-TOI: 09.0005 Other Commercial Inland Co Tr Num: 08SD-XQ-CM01-MU- State Status: Fees verified and

Marine AR received

Filing Type: Form Co Status: Reviewer(s): Betty Montesi,

Llyweyia Rawlins

Author: Arshay Brown Disposition Date: 10/27/2008

Date Submitted: 10/23/2008 Disposition Status: Approved

Effective Date Requested (Renewal): 12/01/2008 Effective Date (Renewal):

12/01/2008

State Filing Description:

General Information

Project Name: Equine Mortality

Status of Filing in Domicile:

Project Number: 08SD-XQ-CM01-MU-AR

Domicile Status Comments:

Reference Organization: Reference Number:

Reference Title: Advisory Org. Circular:

Filing Status Changed: 10/27/2008

State Status Changed: 10/27/2008 Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

XL Specialty Insurance Company hereby submitts its Equine Mortality and Limited Theft, Unlawful Removal Policy and Equine Named Perils Policy form filing. The filing consist of dec pages, new and revised endorsements. We have also included a summary of changes for forms.

SERFF Tracking Number: XLAM-125862287 State: Arkansas
Filing Company: XL Specialty Insurance Company State Tracking Number: EFT \$550

Company Tracking Number: 08SD-XQ-CM01-MU-AR

TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: Equine Mortality and Limited Theft, Unlawful Removal Policy and Equine Named Perils Policy Form Filing

Project Name/Number: Equine Mortality /08SD-XQ-CM01-MU-AR

Company and Contact

Filing Contact Information

Arshay Brown, State Filings Analyst Arshay.Brown@xlgroup.com
1201 North Market Street (302) 661-7048 [Phone]
Wilmington, DE 19801 (302) 778-4190[FAX]

Filing Company Information

XL Specialty Insurance Company CoCode: 37885 State of Domicile: Delaware

1201 N. Market Street Group Code: 1285 Company Type:

Suite 501

Wilmington, DE 19801 Group Name: State ID Number:

(800) 394-3909 ext. [Phone] FEIN Number: 85-0277191

Filing Fees

Fee Required? Yes Fee Amount: \$550.00

Retaliatory? No

Fee Explanation:

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

XL Specialty Insurance Company \$550.00 10/23/2008 23425314

Company Tracking Number: 08SD-XQ-CM01-MU-AR

TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: Equine Mortality and Limited Theft, Unlawful Removal Policy and Equine Named Perils Policy Form Filing

Project Name/Number: Equine Mortality /08SD-XQ-CM01-MU-AR

Correspondence Summary

Dispositions

Status	tatus Created By		Created (On	Date Submitted	
Approved Filing Notes	Llyweyia Rawlins	10/27/200		08	10/27/2008	3
Subject		Note Type		Created By	Created On	Date Submitted
Overpaymen	t	Note To Reviewer		Arshay Brown	10/27/2008	3 10/27/2008
Overpaymen	t on filing fee	Note To Filer		Llyweyia Rawlins	s 10/24/2008	3 10/24/2008

Company Tracking Number: 08SD-XQ-CM01-MU-AR

TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: Equine Mortality and Limited Theft, Unlawful Removal Policy and Equine Named Perils Policy Form Filing

Project Name/Number: Equine Mortality /08SD-XQ-CM01-MU-AR

Disposition

Disposition Date: 10/27/2008

Effective Date (New): 12/01/2008

Effective Date (Renewal): 12/01/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

Company Tracking Number: 08SD-XQ-CM01-MU-AR

TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: Equine Mortality and Limited Theft, Unlawful Removal Policy and Equine Named Perils Policy Form Filing

Project Name/Number: Equine Mortality /08SD-XQ-CM01-MU-AR

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	&Approved	Yes
Supporting Document	Forms Summary of Changes	Approved	Yes
Form	Equine Mortality and Limited Theft, Unlawful Removal Policy Declarations	Approved	Yes
Form	Equine Named Perils Policy Declarations	Approved	Yes
Form	No Claims Bonus Endorsement - FORM A	Approved	Yes
Form	Frustration of Export/Import From Australia or New Zealand to USA Endorsement	Approved	Yes
Form	Frustration of Export/Import From USA to Australia or New Zealand Endorsement	Approved	Yes
Form	Change Endorsement (Equine Mortality and Limited Theft, Unlawful Removal Policy)	Approved	Yes
Form	Change Endorsement (Equine Named Perils Policy)	Approved	Yes
Form	Emergency Colic Surgery Expense Endorsement - FORM A	Approved	Yes
Form	Emergency Colic Surgery Expense Endorsement - FORM B	Approved	Yes
Form	Equine Mortality Twelve Months Extension Endorsement	Approved	Yes
Form	Equine Named Perils Twelve Months Extension Endorsement	Approved	Yes

Company Tracking Number: 08SD-XQ-CM01-MU-AR

TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: Equine Mortality and Limited Theft, Unlawful Removal Policy and Equine Named Perils Policy Form Filing

Project Name/Number: Equine Mortality /08SD-XQ-CM01-MU-AR

Note To Reviewer

Created By:

Arshay Brown on 10/27/2008 08:56 AM

Subject:

Overpayment

Comments:

Llyweyia:

Thank you so much for catching that! I really appreciate your honestly.

Arshay Brown

Company Tracking Number: 08SD-XQ-CM01-MU-AR

TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: Equine Mortality and Limited Theft, Unlawful Removal Policy and Equine Named Perils Policy Form Filing

Project Name/Number: Equine Mortality /08SD-XQ-CM01-MU-AR

Note To Filer

Created By:

Llyweyia Rawlins on 10/24/2008 02:51 PM

Subject:

Overpayment on filing fee

Comments:

Hello Arshay

In reviewing your filing, I believe you made a small keypunch error on the filing fee.

The form filing fee should be \$50 in lieu of \$550. Once I finish reviewing this filing I will do a refund request of \$500.

Sincerely,

Llyweyia Rawlins

Company Tracking Number: 08SD-XQ-CM01-MU-AR

TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: Equine Mortality and Limited Theft, Unlawful Removal Policy and Equine Named Perils Policy Form Filing

Project Name/Number: Equine Mortality /08SD-XQ-CM01-MU-AR

Form Schedule

Review	Form Name	Form #	Edition	Form Type Action	Action Specific	Readability	Attachment
Status			Date		Data		
Approved	Equine Mortality and Limited Theft, Unlawful Removal Policy Declarations	PCW 001A	(09/08)	Declaration Replaced s/Schedule	Replaced Form #: PCW 001A (03/02) Previous Filing #: 02SS-BE-CM01-	0.00	PCW 001A 09 08.pdf
Approved	Equine Named Perils Policy Declarations	PCW 002A	(09/08)	Declaration Replaced s/Schedule	Replaced Form #:0 PCW 002A (03/02) Previous Filing #: 02SS-BE-CM01	0.00	PCW 002A 09 08.pdf
Approved	No Claims Bonus Endorsement - FORM A		,	Endorseme Replaced nt/Amendm ent/Conditi ons	Replaced Form #:0 PCW 014 6-99 Previous Filing #: HM-F-0501	0.00	PCW 014 09 08.pdf
Approved	Frustration of Export/Import From Australia or New Zealand to USA Endorsement	PCW 027	(09/08)	Endorseme Replaced nt/Amendm ent/Conditi ons	Replaced Form #:0 PCW 027 12-99 Previous Filing #: HM-F-0501	0.00	PCW 027 09 08.pdf
Approved	Frustration of Export/Import From USA to Australia or New Zealand Endorsement	PCW 028	(09/08)	Endorseme Replaced nt/Amendm ent/Conditi ons	Replaced Form #:0 PCW 028 12-99 Previous Filing #: HM-F-0501	0.00	PCW 028 09 08.pdf
Approved	Change Endorsement (Equine Mortality and Limited Theft, Unlawful Removal Policy)	PCW 100	(09/08)	Endorseme Replaced nt/Amendm ent/Conditi ons	Replaced Form #: PCW 035 02-00 Previous Filing #: HM-F-0501	0.00	PCW 100 09 08.pdf
Approved	Change	PCW 101	(09/08)	Endorseme New		0.00	PCW 101 09

SERFF Tracking Number: XLAM-125862287 State: Arkansas
Filing Company: XL Specialty Insurance Company State Tracking Number: EFT \$550

Company Tracking Number: 08SD-XQ-CM01-MU-AR

TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: Equine Mortality and Limited Theft, Unlawful Removal Policy and Equine Named Perils Policy Form Filing

Project Name/Number: Equine Mortality /08SD-XQ-CM01-MU-AR

Endorsement nt/Amendm 08.pdf

(Equine Named ent/Conditi

Perils Policy) ons

Approved Emergency Colic PCW 102 (09/08) Endorseme Replaced Replaced Form #:0.00 PCW 102 09

Surgery Expense nt/Amendm PCW 036 08-00 08.pdf

Endorsement - ent/Conditi Previous Filing #:

FORM A ons HM-F-0501

Approved Emergency Colic PCW 103 (09/08) Endorseme New 0.00 PCW 103 09

Surgery Expense nt/Amendm 08.pdf

Endorsement - ent/Conditi

FORM B ons

Approved Equine Mortality PCW 104 (09/08) Endorseme Replaced Replaced Form #:0.00 PCW 104 09

Twelve Months nt/Amendm PCW 006 06-99 08.pdf

Extension ent/Conditi Previous Filing #:

Endorsement ons HM-F-0501

Approved Equine Named PCW 105 (09/08) Endorseme New 0.00 PCW 105 09

Perils Twelve nt/Amendm 08.pdf

Months Extension ent/Conditi

Endorsement ons



EQUINE MORTALITY AND LIMITED THEFT, UNLAWFUL REMOVAL POLICY DECLARATIONS

XL Specialty Insurance Company A member of the XL Capital group

STATUTORY HOME OFFICE: 1201 North Market Street Suite 501 Wilmington, DE, 19801 866-304-3079

Sched	ule
Policy	Number

Named Insured: Mailing Address:

Policy Period: From: To: 12:01 a.m. Standard Time at the mailing address above

Agent Name: Agent Address:

SCHEDULE OF HORSE(S) INSURED

See attached Schedule

THE TOTAL LIMIT OF THE COMPANY'S LIABILITY: \$

Total Policy Premium: Minimum Policy Premium:

FORMS

Forms and endorsements applying to this Coverage Part and made part of this policy at time of issue:

The person(s) to whom NOTICE is to be given in accordance with this policy and any endorsement attached hereto:

XL Insurance 2353 Alexandria Drive, Suite 260 Lexington, KY 40504 800-842-6411

By: _____

Authorized Representative



EQUINE NAMED PERILS POLICY DECLARATIONS

XL Specialty Insurance Company A member of the XL Capital group

STATUTORY HOME OFFICE: 1201 North Market Street

Suite 501 Wilmington, DE, 19801 866-304-3079 Schedule Policy Number:

Named Insured: Mailing Address:

Policy Period: From: To: 12:01 a.m. Standard Time at the mailing address above

Agent Name: Agent Address:

SCHEDULE OF HORSE(S) INSURED

See attached Schedule

THE TOTAL LIMIT OF THE COMPANY'S LIABILITY: \$

Total Policy Premium: Minimum Policy Premium:

FORMS

Forms and endorsements applying to this Coverage Part and made part of this policy at time of issue:

The person(s) to whom NOTICE is to be given in accordance with this policy and any endorsement attached hereto:

XL Insurance 2353 Alexandria Drive, Suite 260 Lexington, KY 40504 800-842-6411

By: _____

Authorized Representative

NO CLAIMS BONUS ENDORSEMENT - FORM A

This Endorsement modifies insurance provided under the following:

EQUINE NAMED PERILS POLICY
EQUINE MORTALITY AND LIMITED THEFT, UNLAWFUL REMOVAL POLICY

In consideration of the **RENEWAL** of **YOUR** Insurance with **US** and of the renewal premium paid, it is agreed that if **YOU** have not submitted any claims to **US** and have not put **US** on notice of any potential claims as of the expiration of **YOUR** Insurance and/or any applicable extension period, **WE** will on receipt of notice from **YOU**, refund _____% of the premium paid as a No Claims Bonus under the Insurance.

For purposes of this Endorsement, the word **RENEWAL** means that upon expiration of the Policy to which this Endorsement is attached, **YOU** have renewed the **MAJORITY** of **YOUR** Insurance with **US** for a period of not less than one (1) year. For purposes of this Endorsement, the word **MAJORITY** means that the total policy premium for your **RENEWAL** is not less than 75% of the total amount of premium that **WE** have earned during the entire period of the Policy to which the Endorsement is attached.

If at anytime during the period of **YOUR RENEWAL** of Insurance **YOU**:

- a) cancel **YOUR RENEWAL** of Insurance on one or more **HORSES**;
- b) delete from YOUR RENEWAL of Insurance any one or more HORSES; or
- reduce the Limits of Liability with respect to one or more HORSES under YOUR Renewal
 of Insurance,

WE have the right, if **WE** so elect, to declare this No Claims Bonus Endorsement null and void from inception, in which event **YOU** will be required to return to **US** all sums of money that **WE** paid to **YOU** as a No Claims Bonus under this Endorsement.

FRUSTRATION OF EXPORT/IMPORT FROM AUSTRALIA OR NEW ZEALAND TO USA ENDORSEMENT

This Endorsement modifies insurance provided under the following:

EQUINE NAMED PERILS POLICY
EQUINE MORTALITY AND LIMITED THEFT, UNLAWFUL REMOVAL POLICY

Subject otherwise to all of the terms, provisions, conditions, limitations and exclusions of the Insurance to which this Endorsement is attached, and in consideration of the additional premium paid, **WE** will pay **YOU** an amount not to exceed the Limit of Liability specified in the Schedule solely for the coverage provided by this Endorsement in the event that the **STALLION** specified in the Schedule is not able to breed to mares in the United States of America (U.S.A.) by April 15 of the Northern Hemisphere Breeding Season specified in the Schedule as a direct result of:

- a) the **STALLION** failing, during the **POLICY PERIOD**, to pass all tests necessary for its export from Australia or New Zealand and import into the U.S.A.; or
- b) the **STALLION** sustaining or contracting an accident, illness or disease during the **POLICY PERIOD** and a majority decision is reached between **YOUR VETERINARIAN**, **OUR VETERINARIAN**, and a third **VETERINARIAN** mutually selected by **YOUR** and **OUR VETERINARIANS** that the **STALLION** is unfit to travel from Australia or New Zealand to the U.S.A. as a direct result of such accident, illness or disease; or
- c) the **STALLION** being unable to travel to the U.S.A. from Australia or New Zealand as a direct result of movement restrictions having been imposed on the recommendations of the Thoroughbred Breeders Association or other competent authority by reason of any infectious and/or contagious disease outbreak.

In the event that the **STALLION** is able to travel to the U.S.A. after April 15 of the Northern Hemisphere Breeding Season specified in the Schedule and commence breeding for the remainder of that Northern Hemisphere Breeding Season, then any resulting income derived by **YOU** from such breeding(s) will be automatically deducted by **US** from **OUR** claim payment to **YOU** under this endorsement.

IN ADDITION TO ALL OF THE TERMS, PROVISIONS, CONDITIONS, LIMITATIONS AND EXCLUSIONS OF THE INSURANCE TO WHICH THIS ENDORSEMENT IS ATTACHED, THIS ENDORSEMENT IS ALSO SUBJECT TO THE FOLLOWING:

ADDITIONAL DEFINITIONS

As used under this Endorsement:

A STALLION means:

The **HORSE** or **HORSES** specifically listed in the Schedule as the **STALLION** or **STALLIONS** for purposes of this endorsement.

ADDITIONAL EXCLUSIONS

WE will not cover any loss directly or indirectly caused by, happening through, in consequence of or contributed to by:

The death, HUMANE DESTRUCTION, theft or unlawful removal of the STALLION;

2. The **STALLION** not having received all vaccinations and/or inoculations that may be required for export out of Australia or New Zealand and/or import into the U.S.A.

ADDITIONAL CONDITIONS PRECEDENT

It is a condition precedent to any liability by **US** under this endorsement that:

- Prior to the effective date of this Endorsement none of the tests necessary for the STALLIONS export from Australia or New Zealand or import into the U.S.A. in respect of the Northern Hemisphere Breeding Season specified in the Schedule have been conducted.
- Prior to the effective date of this Endorsement, neither YOU nor any of YOUR
 VETERINARIANS, agents, representatives, employees, bailees or other persons having
 care, custody or control of the STALLION have any reason to believe or suspect that the
 STALLION will not pass one or more of the tests necessary for the STALLIONS export
 from Australia or New Zealand or import into the U.S.A.
- 3. Tests of the **STALLION** for import upon its arrival in the U.S.A. are for the same tests necessary for its export from Australia or New Zealand and are carried out in the same manner and evaluated by the same standards as they are performed in Australia or New Zealand.
- 4. Upon receiving any indication of the **STALLIONS** inability or potential inability to be exported from Australia or New Zealand or imported into the U.S.A. for any reason, **YOU** immediately give notice of such by telephone or telecopy to the persons specified for that purpose in the Schedule.
- 5. In the event the **STALLION** sustains or contracts any accident, illness or disease, **YOU** immediately give notice of such by telephone or telecopy to the persons specified for that purpose in the Schedule.
- 6. YOU use due diligence and do all things reasonably practicable to avoid or diminish any loss under this endorsement, including, but not limited to having the STALLION travel to he U.S.A. and breed to mares after April 15 of the Northern Hemisphere Breeding Season specified in the Schedule if delayed or restricted prior thereto.

FRUSTRATION OF EXPORT/IMPORT FROM USA TO AUSTRALIA OR NEW ZEALAND ENDORSEMENT

This Endorsement modifies insurance provided under the following:

EQUINE NAMED PERILS POLICY
EQUINE MORTALITY AND LIMITED THEFT, UNLAWFUL REMOVAL POLICY

Subject otherwise to all of the terms, provisions, conditions, limitations and exclusions of the Insurance to which this Endorsement is attached, and in consideration of the additional premium paid, **WE** will pay **YOU** an amount not to exceed the Limit of Liability specified in the Schedule solely for coverage under this Endorsement in the event that the **STALLION** specified in the Schedule is not able to breed to mares in Australia or New Zealand by November 15 of the Southern Hemisphere Breeding Season specified in the Schedule as a direct result of:

- the STALLION failing, during the POLICY PERIOD, to pass all tests necessary for its export from the United States of America (U.S.A.) and import into Australia or New Zealand; or
- b) the **STALLION** sustaining or contracting an accident, illness or disease during the **POLICY PERIOD** and a majority decision is reached between **YOUR VETERINARIAN**, **OUR VETERINARIAN**, and a third **VETERINARIAN** mutually selected by **YOUR** and **OUR VETERINARIANS** that the **STALLION** is unfit to travel from the U.S.A. to Australia or New Zealand as a direct result of such accident, illness or disease; or
- c) the **STALLION** being unable to travel to Australia or New Zealand from the U.S.A. as a direct result of movement restrictions having been imposed on the recommendations of the Thoroughbred Breeders Association or other competent authority by reason of any infectious and/or contagious disease outbreak.

In the event that the **STALLION** is able to travel to Australia or New Zealand after November 15 of the Southern Hemisphere Breeding Season specified in the Schedule and commence breeding for the remainder of that Southern Hemisphere Breeding Season, then any resulting income derived by **YOU** from such breeding(s) will be automatically deducted by **US** from **OUR** claim payment to **YOU** under this endorsement.

IN ADDITION TO ALL OF THE TERMS, PROVISIONS, CONDITIONS, LIMITATIONS AND EXCLUSIONS OF THE INSURANCE TO WHICH THIS ENDORSEMENT IS ATTACHED, THIS ENDORSEMENT IS ALSO SUBJECT TO THE FOLLOWING:

ADDITIONAL DEFINITIONS

As used under this Endorsement:

A STALLION means:

The **HORSE** or **HORSES** specifically listed in the Schedule as the **STALLION** or **STALLIONS** for purposes of this endorsement.

ADDITIONAL EXCLUSIONS

WE will not cover any loss directly or indirectly caused by, happening through, in consequence of or contributed to by:

- 1. The death, **HUMANE DESTRUCTION**, theft or unlawful removal of the **STALLION**;
- 2. The **STALLION** not having received all vaccinations and/or inoculations that may be required for export out of the U.S.A. and/or import into Australia or New Zealand.

ADDITIONAL CONDITIONS PRECEDENT

It is a condition precedent to any liability by **US** under this endorsement that:

- Prior to the effective date of this Endorsement, none of the tests necessary for the STALLIONS export from the U.S.A. or import into Australia or New Zealand in respect of the Southern Hemisphere Breeding Season specified in the Schedule have been conducted.
- Prior to the effective date of this Endorsement, neither YOU nor any of YOUR VETERINARIANS, agents, representatives, employees, bailees or other persons having care, custody or control of the STALLION have any reason to believe or suspect that the STALLION will not pass one or more of the tests necessary for the STALLIONS export from the U.S.A. or import into Australia or New Zealand.
- 3. Tests of the **STALLION** for import upon its arrival in Australia or New Zealand are for the same tests necessary for its export from the U.S.A. and are carried out in the same manner and evaluated by the same standards as they are performed in the U.S.A.
- 4. Upon receiving any indication of the **STALLIONS** inability or potential inability to be exported from the U.S.A. or imported into Australia or New Zealand for any reason, **YOU** immediately give notice of such by telephone or telecopy to the persons specified for that purpose in the Schedule.
- 5. In the event the **STALLION** sustains or contracts any accident, illness or disease, **YOU** immediately give notice of such by telephone or telecopy to the persons specified for that purpose in the Schedule.
- 6. YOU use due diligence and do all things reasonably practicable to avoid or diminish any loss under this endorsement, including, but not limited to having the STALLION travel to Australia or New Zealand and breed to mares after November 15 of the Southern Hemisphere Breeding Season specified in the Schedule if delayed or restricted prior thereto.

CHANGE ENDORSEMENT

This Endorsement modifies insurance provided under the following:

EQUINE MORTALITY AND LIMITED THEFT, UNLAWFUL REMOVAL POLICY

It is hereby understood and agreed that this Policy is amended as indicated below:

HORSE(S) listed below added to Schedule.
HORSE(S) listed below deleted from Schedule.
Policy limit amended as shown below.
Loss Payee added or deleted as noted below.
Other, as noted below.

Endorsement Premium:

All other terms and conditions remain the same.

Named Insured:
Policy Number:
Policy Period:
Effective Date of Endorsement:

CHANGE ENDORSEMENT

This Endorsement modifies insurance provided under the following:

EQUINE NAMED PERILS POLICY
It is hereby understood and agreed that this Policy is amended as indicated below:
 ☐ HORSE(S) listed below added to Schedule. ☐ HORSE(S) listed below deleted from Schedule. ☐ Policy limit amended as shown below. ☐ Loss Payee added or deleted as noted below. ☐ Other, as noted below.
Endorsement Premium: \$
All other terms and conditions remain the same.
Named Insured: Policy Number: Policy Period: Effective Date of Endorsoment:

EMERGENCY COLIC SURGERY EXPENSE ENDORSEMENT – FORM A

This Endorsement modifies insurance provided under the following:

EQUINE NAMED PERILS POLICY
EQUINE MORTALITY AND LIMITED THEFT, UNLAWFUL REMOVAL POLICY

Subject to all of the terms, provisions, conditions, limitations and exclusions of the insurance to which this Endorsement is attached, **WE** will reimburse **YOU** for reasonable and customary fees for:

- 1. EMERGENCY COLIC SURGERY:
- ASSOCIATED POST-OPERATIVE CARE; and
- 3. THIRD PARTY EMERGENCY TRANSPORTATION

incurred by YOU for YOUR interest in the HORSE as shown in the Schedule which occur:

- a) during the **POLICY PERIOD**; or
- b) within ninety (90) days after the expiration of **YOUR** Insurance to which this Endorsement is attached, provided that:
 - the EMERGENCY COLIC SURGERY, ASSOCIATED POST OPERATIVE CARE and THIRD PARTY EMERGENCY TRANSPORTATION EXTRAS are necessitated solely by an incident that occurs during the POLICY PERIOD; and
 - ii) **YOU** reported such incident immediately to **US** in accordance with the Conditions Precedent of the Insurance to which this Endorsement is attached, and before the expiration of such Insurance.

LIMIT OF LIABILITY:

- 1. The most **WE** will pay per covered **HORSE** per **POLICY PERIOD** under this Endorsement is the lesser of:
 - a) Fifty (50) percent of the limit of **LIMIT OF LIABILITY** as shown for the covered **HORSE** in the Schedule or Endorsement; or
 - b) \$2,500
- 2. Coverage for associated post-operative care expense is limited to:
 - a) Fifty (50) percent of the surgical fee for **EMERGENCY COLIC SURGERY**; and
 - b) No more than fifteen (15) days treatment from the time of the covered **EMERGENCY COLIC SURGERY**.
- Coverage for THIRD PARTY EMERGENCY TRANSPORTATION expense is limited to \$300.

Payments under Sections 2 or 3 above will not increase the total limit of insurance under Section 1.

Under this Endorsement **WE** will pay **YOU** that portion of any expenses as it relates directly to **YOUR** percentage of ownership interest in the **HORSE** as shown in the Schedule. At no time, however, will **OUR** payment(s) under this Endorsement exceed a total of \$2,500 for each claim and in the aggregate for all claims with respect to each **HORSE**. **OUR** \$2,500 Limit of Liability under this Endorsement applies to the combined cost of **EMERGENCY COLIC SURGERY**, **ASSOCIATED POST OPERATIVE CARE** and **THIRD PARTY EMERGENCY TRANSPORTATION EXTRAS** covered under this Endorsement.

OTHER INSURANCE:

If **YOU** have any other insurance or protection covering the same loss that is covered under this endorsement, **WE** will pay **YOU** only the difference between what **YOU** would ordinarily receive under this endorsement and what **YOU** should have received from such other insurance or protection, whether such other insurance or protection is collectible or not.

IN ADDITION TO ALL OF THE TERMS, PROVISIONS, CONDITIONS, LIMITATIONS, AND EXCLUSIONS OF THE INSURANCE TO WHICH THIS ENDORSEMENT IS ATTACHED, THIS ENDORSEMENT IS ALSO SUBJECT TO THE FOLLOWING:

ADDITIONAL CONDITIONS PRECEDENT

It is a condition precedent to any liability by **US** under this Endorsement that **YOU**:

- Immediately give notice of any hospitalization for EMERGENCY COLIC SURGERY to a HORSE covered under this Endorsement by telephone or telecopy to the person or persons specified for that purpose in the Schedule; and
- 2. Within sixty (60) days after the initiation of any **EMERGENCY COLIC SURGERY** of a **HORSE**:
 - a) Submit a report to **US** signed by **YOUR VETERINARIAN** which:
 - i) describes the **EMERGENCY COLIC SURGERY** performed;
 - ii) certifies that the **EMERGENCY COLIC SURGERY** was carried out in an emergency attempt to save the **HORSE's** life; and
 - iii) describes the present condition of the **HORSE**;
 - b) Submit to **US** copies of all service bills to support **YOUR** claim under this Endorsement;

ADDITIONAL EXCLUSIONS

WE will not cover any expenses relating to:

- 1. Any **EMERGENCY COLIC SURGERY** or **ASSOCIATED POST OPERATIVE CARE** performed or administered by someone other than a licensed **VETERINARIAN**.
- 2. Any **EMERGENCY COLIC SURGERY** or **ASSOCIATED POST OPERATIVE CARE** directly or indirectly caused by, happening through, in consequence of, or contributed to a condition which pre-existed the commencement of **YOUR** Insurance to which this endorsement is attached.
- Any EMERGENCY COLIC SURGERY not performed or administered at an equine surgical clinic.
- 4. Any **HORSE** under thirty (30) days of age or over fourteen (14) years of age.

ADDITIONAL DEFINITIONS

As used under this Endorsement:

EMERGENCY COLIC SURGERY means:

Any corrective, surgically invasive procedure performed under general anesthesia used in the treatment of acute abdominal pain of the equine large and/or small intestine.

ASSOCIATED POST OPERATIVE CARE means:

Fees that are:

- a) Within the range of usual fees for the same or a similar service or supply billed by most veterinarians within a given area; or
- b) Justified by all the attending circumstances, including but not limited to, the time required to perform the service or procedure, the severity of the condition treated and the complexity of treatment of a particular case.

THIRD PARTY EMERGENCY TRANSPORTATION EXTRAS means:

The transportation to a school of veterinary medicine or an equine surgical clinic for **EMERGENCY COLIC SURGERY** by an independent contractor, who is not an employee or a relative of **YOURS**.

All other terms, provisions, conditions, limitations and exclusions of **YOUR** Insurance to which this endorsement is attached remain unchanged.

EMERGENCY COLIC SURGERY EXPENSE ENDORSEMENT – FORM B

This Endorsement modifies insurance provided under the following:

EQUINE NAMED PERILS POLICY
EQUINE MORTALITY AND LIMITED THEFT, UNLAWFUL REMOVAL POLICY

Subject to all of the terms, provisions, conditions, limitations and exclusions of the insurance to which this Endorsement is attached, **WE** will reimburse **YOU** for reasonable and customary fees for:

- 1. EMERGENCY COLIC SURGERY:
- ASSOCIATED POST-OPERATIVE CARE; and
- 3. THIRD PARTY EMERGENCY TRANSPORTATION

incurred by YOU for YOUR interest in the HORSE as shown in the Schedule which occur:

- a) during the **POLICY PERIOD**; or
- b) within ninety (90) days after the expiration of **YOUR** Insurance to which this Endorsement is attached, provided that:
 - the EMERGENCY COLIC SURGERY, ASSOCIATED POST OPERATIVE CARE and THIRD PARTY EMERGENCY TRANSPORTATION EXTRAS are necessitated solely by an incident that occurs during the POLICY PERIOD; and
 - ii) **YOU** reported such incident immediately to **US** in accordance with the Conditions Precedent of the Insurance to which this Endorsement is attached, and before the expiration of such Insurance.

LIMIT OF LIABILITY:

- 1. The most **WE** will pay per covered **HORSE** per **POLICY PERIOD** under this Endorsement is the lesser of:
 - a) Fifty (50) percent of the limit of **LIMIT OF LIABILITY** as shown for the covered **HORSE** in the Schedule or Endorsement; or
 - b) \$5,000.
- 2. Coverage for associated post-operative care expense is limited to:
 - a) Fifty (50) percent of the surgical fee for **EMERGENCY COLIC SURGERY**; and
 - b) No more than fifteen (15) days treatment from the time of the covered **EMERGENCY COLIC SURGERY**.
- Coverage for THIRD PARTY EMERGENCY TRANSPORTATION expense is limited to \$300.

Payments under Sections 2 or 3 above will not increase the total limit of insurance under Section 1.

Under this Endorsement **WE** will pay **YOU** that portion of any expenses as it relates directly to **YOUR** percentage of ownership interest in the **HORSE** as shown in the Schedule. At no time, however, will **OUR** payment(s) under this Endorsement exceed a total of \$5,000 for each claim and in the aggregate for all claims with respect to each **HORSE**. **OUR** \$5,000 Limit of Liability under this Endorsement applies to the combined cost of **EMERGENCY COLIC SURGERY**, **ASSOCIATED POST OPERATIVE CARE** and **THIRD PARTY EMERGENCY TRANSPORTATION EXTRAS** covered under this Endorsement.

OTHER INSURANCE:

If **YOU** have any other insurance or protection covering the same loss that is covered under this endorsement, **WE** will pay **YOU** only the difference between what **YOU** would ordinarily receive under this endorsement and what **YOU** should have received from such other insurance or protection, whether such other insurance or protection is collectible or not.

IN ADDITION TO ALL OF THE TERMS, PROVISIONS, CONDITIONS, LIMITATIONS, AND EXCLUSIONS OF THE INSURANCE TO WHICH THIS ENDORSEMENT IS ATTACHED, THIS ENDORSEMENT IS ALSO SUBJECT TO THE FOLLOWING:

ADDITIONAL CONDITIONS PRECEDENT

It is a condition precedent to any liability by **US** under this Endorsement that **YOU**:

- Immediately give notice of any hospitalization for EMERGENCY COLIC SURGERY to a HORSE covered under this Endorsement by telephone or telecopy to the person or persons specified for that purpose in the Schedule; and
- 2. Within sixty (60) days after the initiation of any **EMERGENCY COLIC SURGERY** of a **HORSE**:
 - a) Submit a report to **US** signed by **YOUR VETERINARIAN** which:
 - i) describes the **EMERGENCY COLIC SURGERY** performed;
 - ii) certifies that the **EMERGENCY COLIC SURGERY** was carried out in an emergency attempt to save the **HORSE's** life; and
 - iii) describes the present condition of the **HORSE**;
 - b) Submit to **US** copies of all service bills to support **YOUR** claim under this Endorsement;

ADDITIONAL EXCLUSIONS

WE will not cover any expenses relating to:

- 1. Any **EMERGENCY COLIC SURGERY** or **ASSOCIATED POST OPERATIVE CARE** performed or administered by someone other than a licensed **VETERINARIAN**.
- Any EMERGENCY COLIC SURGERY or ASSOCIATED POST OPERATIVE CARE directly or indirectly caused by, happening through, in consequence of, or contributed to a condition which pre-existed the commencement of YOUR Insurance to which this endorsement is attached.
- Any EMERGENCY COLIC SURGERY not performed or administered at an equine surgical clinic.
- 4. Any **HORSE** under thirty (30) days of age or over fourteen (14) years of age.

ADDITIONAL DEFINITIONS

As used under this Endorsement:

EMERGENCY COLIC SURGERY means:

Any corrective, surgically invasive procedure performed under general anesthesia used in the treatment of acute abdominal pain of the equine large and/or small intestine.

ASSOCIATED POST OPERATIVE CARE means:

Fees that are:

- a) Within the range of usual fees for the same or a similar service or supply billed by most veterinarians within a given area; or
- b) Justified by all the attending circumstances, including but not limited to, the time required to perform the service or procedure, the severity of the condition treated and the complexity of treatment of a particular case.

THIRD PARTY EMERGENCY TRANSPORTATION EXTRAS means:

The transportation to a school of veterinary medicine or an equine surgical clinic for **EMERGENCY COLIC SURGERY** by an independent contractor, who is not an employee or a relative of **YOURS**.

All other terms, provisions, conditions, limitations and exclusions of **YOUR** Insurance to which this endorsement is attached remain unchanged.

EQUINE MORTALITY TWELVE MONTHS EXTENSION ENDORSEMENT

This Endorsement modifies insurance provided under the following:

EQUINE MORTALITY AND LIMITED THEFT, UNLAWFUL REMOVAL POLICY

Subject otherwise to all of the terms, provisions, conditions, limitations and exclusions of the Policy to which this Endorsement is attached, and in consideration of the **RENEWAL** of **YOUR** Insurance with **US** and the renewal premium paid, it is agreed that the ninety (90) days referred to in Paragraph B of Section III of the Policy to which this Endorsement is attached, entitled **A. COVERED MORTALITY LOSSES**, is further extended until such time as the accident, injury, illness or disease is no longer life- threatening, but in any case not exceeding a further period of two hundred seventy-five (275) days after the expiration of the original ninety (90) days.

For purposes of this Endorsement, the word **RENEWAL** means that upon expiration of the Policy to which this Endorsement is attached, **YOU** have renewed the **MAJORITY** of **YOUR** Insurance with **US** for a period of not less than one (1) year. For purposes of this Endorsement, the word **MAJORITY** means that the total policy premium for your **RENEWAL** is not less than 75% of the total amount of premium that **WE** have earned during the entire period of the Policy to which the Endorsement is attached.

If at any time during the period of **YOUR RENEWAL** of Insurance **YOU**:

- a) cancel YOUR RENEWAL of Insurance with respect to any one or more HORSES;
- b) delete from YOUR RENEWAL of Insurance any one or more HORSES; or
- c) reduce the Limits of Liability with respect to one or more HORSES under YOUR RENEWAL of Insurance.

WE have the right, if **WE** so elect, to declare this EQUINE TWELVE MONTHS EXTENSION ENDORSEMENT null and void from inception, in which event, the ninety (90) days referred to in Paragraph B of Section III of the Policy to which this Endorsement is attached shall apply.

In the event of any **HORSE** being over thirteen (13) years of age at the expiration of the original ninety (90) days period, then **OUR** Limit of Liability with respect to such **HORSE** as specified in the Schedule or any endorsement will automatically be reduced by the following:

25% if a fourteen (14) year old 33% if a fifteen (15) year old 40% if a sixteen (16) year old 50% if a seventeen (17) year old

This Endorsement does not apply to the **HORSE** if, at the expiration of the original ninety (90) days period, the **HORSE** is eighteen (18) years old or over.

EQUINE NAMED PERILS TWELVE MONTHS EXTENSION ENDORSEMENT

This Endorsement modifies insurance provided under the following:

EQUINE NAMED PERILS POLICY

Subject otherwise to all of the terms, provisions, conditions, limitations and exclusions of the Policy to which this Endorsement is attached, and in consideration of the **RENEWAL** of **YOUR** Insurance with **US** and of the renewal premium paid, it is agreed that the ninety (90) days referred to in Paragraph B of Section III of the Policy to which this Endorsement is attached, entitled **A. COVERED NAMED PERILS LOSSES**, is further extended until such time as the accident, injury, illness or disease is no longer life-threatening, but in any case not exceeding a further period of two hundred seventy-five (275) days after the expiration of the original ninety (90) days.

For purposes of this Endorsement, the word **RENEWAL** means that upon expiration of the Policy to which this Endorsement is attached, **YOU** have renewed the **MAJORITY** of **YOUR** Insurance with **US** for a period of not less than one (1) year. For purposes of this Endorsement, the word **MAJORITY** means that the total policy premium for your **RENEWAL** is not less than 75% of the total amount of premium that **WE** have earned during the entire period of the Policy to which the Endorsement is attached.

If at any time during the period of **YOUR RENEWAL** of Insurance **YOU**:

- a) cancel YOUR RENEWAL of Insurance with respect to any one or more HORSES;
- b) delete from YOUR RENEWAL of Insurance any one or more HORSES; or
- c) reduce the Limits of Liability with respect to one or more HORSES under YOUR RENEWAL of Insurance.

WE have the right, if **WE** so elect, to declare this EQUINE TWELVE MONTHS EXTENSION ENDORSEMENT null and void from inception, in which event, the ninety (90) days referred to in Paragraph B of Section III of the Policy to which this Endorsement is attached shall apply.

In the event of any **HORSE** being over thirteen (13) years of age at the expiration of the original ninety (90) days period, then **OUR** Limit of Liability with respect to such **HORSE** as specified in the Schedule or any endorsement will automatically be reduced by the following:

25% if a fourteen (14) year old 33% if a fifteen (15) year old 40% if a sixteen (16) year old 50% if a seventeen (17) year old

This Endorsement does not apply to the **HORSE** if, at the expiration of the original ninety (90) days period, the **HORSE** is eighteen (18) years old or over.

Company Tracking Number: 08SD-XQ-CM01-MU-AR

TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: Equine Mortality and Limited Theft, Unlawful Removal Policy and Equine Named Perils Policy Form Filing

Project Name/Number: Equine Mortality /08SD-XQ-CM01-MU-AR

Rate Information

Rate data does NOT apply to filing.

Company Tracking Number: 08SD-XQ-CM01-MU-AR

TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: Equine Mortality and Limited Theft, Unlawful Removal Policy and Equine Named Perils Policy Form Filing

Project Name/Number: Equine Mortality /08SD-XQ-CM01-MU-AR

Supporting Document Schedules

Review Status:

Satisfied -Name: Uniform Transmittal Document- Approved 10/27/2008

Property & Casualty

Comments:

Attachment:

NAIC Transmittal.pdf

Review Status:

Satisfied -Name: Forms Summary of Changes Approved 10/27/2008

Comments: Attachment:

Equine Mortality and Equine Named Perils Summary of Changes _2_.pdf

Property & Casualty Transmittal Document

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17. Reference Organization # & Title	
18. Company's Date of Filing	10-23-2008
19. Status of filing in domicile	Not Filed ⊠ Pending ☐ Authorized ☐ Disapproved

19. Status of filing in domicile
Property & Casualty Transmittal Document—
20. This filing transmittal is part of Company Tracking # 08SD-XQ-CM01-MU-AR
21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
XL Specialty Insurance Company hereby submitts its Equine Mortality and Limited Theft, Unlawful Removal Policy and Equine Named Perils Policy form filing. The filing consist of dec pages, new and revised endorsements. We have also included a summary of changes for forms.
22. Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
Check #: N/A Amount: N/A

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

***Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

EQUINE MORTALITY AND LIMITED THEFT, UNLAWFUL REMOVAL POLICY AND EQUINE NAMED PERILS POLICY SUMMARY OF CHANGES

BLOODSTOCK – NEW FORMS

Change Endorsement

New Form number - PCW 101 (09/08)

A Change Endorsement has been created for the Equine Named Perils policy. This endorsement is used to note specific changes on the Policy (e.g. change of Limits). This endorsement will be used with the Equine Named Perils Policy.

Emergency Colic Surgery Expense Endorsement-Form B

New Form number - PCW 103 (09/08)

The Emergency Colic Surgery Expense Endorsement-Form B provides the Insured with the option to increase the limit of liability for Emergency Colic Surgery Expense (limits of liability of up to \$5,000). This endorsement will be used for the Equine Mortality and Equine Named Perils policies.

Equine Mortality Twelve Months Extension Endorsement

New Form number - PCW 105 (09/08)

The Equine Twelve Months Extension Endorsement has been modified in title and broken into two endorsements to refer to Mortality and Named Perils. The Endorsements extend the 90 day period of Paragraph B. of Section III. of the Policy to 365 days subject to renewal of the majority of insurance with the Company. This endorsement will be used with the Equine Named Perils Policy.

BLOODSTOCK – REVISED FORMS

Change Endorsement

New Form number - PCW 100 (09/08) Previous number - PCW 035 (02/00)

The Change Endorsement on the Equine Mortality policy has been changed. The references to "Animal(s) have been changed to "HORSE(S)." Also, the word "SPECILATY" in the title has been changed to "SPECIALTY." This endorsement is used to note specific changes on the Policy (e.g. change of Limits). This endorsement will be used with the Equine Mortality And Limited Theft, Unlawful Removal Policy.

Equine Mortality Twelve Months Extension Endorsement/Equine Named Perils Twelve Months Extension Endorsement

New Form number - PCW 104 (09/08) Previous number - PCW 006 (6/99)

The Equine Twelve Months Extension Endorsement has been modified in title and broken into two endorsements to refer to Mortality and Named Perils. The Endorsements extend the 90 day

period of Paragraph B. of Section III. of the Policy to 365 days subject to renewal of the majority of insurance with the Company. This endorsement will be used with the Equine Mortality And Limited Theft, Unlawful Removal Policy.

Emergency Colic Surgery Expense Endorsement –Form A

New Form number - PCW 102 (09/08) Previous number - PCW 036 (08/00)

The Emergency Colic Surgery Expense Endorsement provides coverage for Emergency Colic Surgery, Associated Post-Operative Care and Third Party Emergency Transportation. The endorsement has been modified to remove the reference to "eighty (80) percent" before the words "reasonable and customary fees" in the introductory paragraph. In addition, the reference to "under ninety (90) days of age or over fifteen (15) years of age has been changed to "under thirty (30) days of age or over fourteen (14) days of age" within Item 4. of the Additional Exclusions section. Note-The title of the endorsement has also been amended to include "Form A" at the end as a new endorsement has also been created for Form B. This endorsement will be used on Equine Mortality And Limited Theft, Unlawful Removal Policy and Equine Named Perils Policy.

No Claims Bonus Endorsement – Form A

New Form number - PCW 014 (09/08) Previous number - PCW 014 (06/99)

The No Claims Bonus – Form A Endorsement provides a return premium to the Insured should no claims or notices of potential claims be filed during the Policy Period and the Insured renew the majority of Insurance with the Company. The endorsement has been modified to define the words Renewal and Majority and will be used with the Equine Mortality And Limited Theft, Unlawful Removal Policy and Equine Named Perils Policy.

Frustration Of Export/Import From Australia Or New Zealand To USA Endorsement New Form Number - PCW 027 (09/08)

Previous number - PCW 027 (12/99)

The Frustration Of Export/Import From Australia Or New Zealand To USA Endorsement provides coverage in the event that specified Stallions are not able to breed to mares in the United States by the end of the breeding season due to due to defined perils (e.g. Stallion unfit to travel to the United States as a direct result of an accident, illness or disease). The endorsement has been modified to define the word "Stallion" and correct a few minor typos. This endorsement will be used with the Equine Mortality And Limited Theft, Unlawful Removal Policy and Equine Named Perils Policy

Frustration Of Export/Import From USA To Australia Or New Zealand Endorsement

New Form number - PCW 028 (09/08) Previous number - PCW 028 (12/99)

The Frustration Of Export/Import From USA To Australia Or New Zealand Endorsement provides coverage in the event that specified Stallions are not able to breed to mares in Australia or New Zealand by the end of the breeding season due to due to defined perils (e.g. Stallion unfit to travel to the United States as a direct result of an accident, illness or disease). The endorsement has been modified to define the word "Stallion" and correct a few minor typos. This endorsement will be used with the Equine Mortality And Limited Theft, Unlawful Removal Policy and Equine Named Perils Policy. This endorsement will be used for Equine Mortality and Equine Named Perils policies.

Equine Mortality And Limited Theft, Unlawful Removal Policy Declarations

New Form number - PCW 001A (09/08) Previous number - PCW 001A (03/02)

The Equine Mortality and Limited Theft, Unlawful Removal Policy Declarations provides vital policy information such as the Named Insured, Address, Limit of Liability, etc. The Declarations has been changed from a formatting perspective only (e.g. pictures added at top, moving Statutory Home Office information to top, etc.).

Equine Named Perils Policy Declarations

New Form number - PCW 002A (09/08) Previous number PCW 002A (03/02)

The Equine Named Perils Policy Declarations provides vital policy information such as the Named Insured, Address, Limit of Liability, etc. The Declarations has been changed from a formatting perspective only (e.g. pictures added at top, moving Statutory Home Office information to top, etc.).